B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc.,

Case No. <u>08-13555</u>

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

| HBK MASTER FUND L.P. | DEUTSCHE BANK AG, LONDON BRANCH |
|---|---|
| Name of Transferee | Name of Transferor |
| Name and Address where notices to transferee should be sent: HBK Master Fund L.P. c/o HBK Services LLC | Court Claim # (if known): 49611 Allowed Amount of Claim with respect to ISIN XS0327717343: US\$48,759,340.28 |
| 2101 Cedar Springs Road, Suite 700 Dallas, TX 75201 | Allowed Amount of Claim with respect to ISIN XS0327717343 to be Transferred: US\$48,759,340.28 (or 100% of the Allowed Amount of Claim with respect to ISIN XS0327717343) |
| Phone: (214) 758-6107 | Date Claim Filed: October 27, 2009 Phone: |
| Name and Address where transferee payments should be sent (if different from above): | Last Four Digits of Acct #: |
| Phone:Last Four Digits of Acct #: | - - |
| I declare under penalty of perjury that the to the best of my knowledge and belief. | information provided in this notice is true and correct |
| By: /s/ J. R. Smith Transferee/Transferee's Agent | Date: April 26, 2013 |

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

FULL Transfer of LBHI Claim # 49611 PROGRAM SECURITY

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, DEUTSCHE BANK AG, LONDON BRANCH ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to HBK MASTER FUND L.P. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 hereto, in Seller's right, title and interest in and to Proof of Claim Number 49611 filed by or on behalf of Seller's predecessorin-title (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule I hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title II of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"). and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file within one (1) business day of the date of this agreement a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
 - 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery

DB Ref: 12344

and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indomnity, defend and hold Purchaser, its successors and assigns and its officers, directors, employees; agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- 5. Soller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller whether from the Debtor or any prior Seller in respect of the Transferred Claims from 4 February 2013 onwards to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date torcof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable roises of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, tocluding, without limitation, cooperating to ensure the timely and accurate filling of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 23 day of Well 2013.

DEUTSCHE BANK AG, LONDON BRANCH

By:
Name:
Title:

Simon Glennie
Vice President

By:
Name:
Philipp Rosver

Director

Winchester House
1, Circal Winchester Street
London BC2N 2DB
ENGLAND
Attn: Michael Sutton

hbk master fund L.P.

By: HBK Services LLC Investment Advisor

Hy:

Name: DAVID C. Hall

Title: Authorized Signatory

Address for Notices and Delivery:

HBK Mester Fund L.P. c/o HBK Services LLC 2101 Cedar Springs Road, Suite 700 Dallas, Texas. 75201 Telephone: (214) 758-6107 Facsimile: (214) 758-1207 Attention: General Counsel

legal@hbk.com

Purchased Portion

100% of the claim that is referenced in the Proof of Claim (attached at Schedule 2) and relating to the Purchased Security described below (plus all interest, costs and fees relating to this claim).

Lehman Programs Securities to which Transfer Relates

| Description of Security | ISIN/CUSIP | Blocking No. | Issuer | Guaragtor | Maturity | Principal/Notional Amount |
|----------------------------|--------------|--------------|-------------------|----------------------------------|------------|---------------------------|
| MTN8693 | XS0327717343 | 9424655 | Lehman Brothers | Lehman Brothers Holdings 12/20 | 12/20/2027 | USD 48,500,000.00 |
| | | · . | Treasury Co. B.V. | loc. | | |

DH Ref: 12344

08-13555-mg Doc 36899 Filed 04/26/13 Entered 04/26/13 12:32:28 Main Document Pg 5 of 76

Copy of Proof of Claim 496

| Lehman Brothers Holdings Claims Proc | | | |
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| | essing Center | | RITIES PROGRAMS FOR CLAIM |
| c/o Epiq Benkruptey Solutions, LLC | | radoi | (C) |
| FDR Station, P.O. Bex 5076 New York, NY 10150-5076 | | Filed: USBC - Smith | on District or New York |
| In Re: | Chapter 11 | Lehman Brogners | Holdings Inc., El Al |
| Lehman Brothers Holdings Inc., et al., | Case No. 08-13555 (JMP) | 08-135 | 5 (JMP) 0000049611 |
| Debsors. | (Jointly Administered) | | |
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| Creditor) | | C | aim amends a previously filed claim. |
| DEUTSCHE POSTBANK AG | Andrew Committee Com | | surt Claim Number: |
| ATTN: TRANSACTION MGMT | CAPITAL MARKETS | | (If known) |
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| BONN D - 53175 | | F | iled on: |
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| | Email Address: | <u></u> | 2 2 2 |
| 1. Provide the total amount of your claim | im based on Lehman Programs Securities. | Your claim amount must be th | e amount owed under your Lehman |
| Decommo Comunicas en of Contember 15 | 2003 whether you owned the Lehman Pari | erams Securities on Sectionals | r 15, 2008 or acquired them thereamer. |
| and whether such claim matured or beca | me fixed or liquidated before or after Septe cable on September 15, 2008. If you are fill | moer 13, 2008. Inc claim am | ount must be sinted at United State) |
| von may attach a trhednic with the clair | n amounts for each Lehman Programs Secu | rity to which this claim relates | the a second mean becaused a good mater energy (p.). |
| | | | |
| Amount of Claim: \$ 48,784,055.58 | | | 47 |
| Check this box if the amount of cla | im includes interest or other charges in add | ition to the principal amount o | ue on the Lehman Programs Securities. |
| 2. Provide the International Securities | Identification Number (ISIN) for each Leb | man Programs Security to wh | ch this claim relates. If you are filing |
| this claim with respect to more than one | Lehman Programs Security, you may attac | h a schedule with the ISINs fo | the Lehman Programs Securities to |
| which this claim relates. | | | • |
| | Number (1970). X50327717343 | المستنسبة معر | |
| International Securities Identification | tanumet (1964): Monary 1, 1990 | (Required) | |
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ATTACHMENT A TO PROOF OF CLAIM FORM OF DEUTSCHE POSTBANK AG

This proof of claim is submitted by Deutsche Postbank AG ("Postbank"), a stock corporation incorporated under German law, which maintains offices at Kennedyallee 62-70, Bonn D-53175, Germany (the "Claim"). This attachment is incorporated into the proof of claim form to which it is attached.

As more specifically described below, Postbank hereby asserts a claim against Lehman Brothers Holdings Inc. ("LBHP") pursuant to the terms and conditions of certain guarantees of Lehman Program Securities, as that term is defined in the Bar Date Order discussed below.

Background

On September 15, 2008 (the "Petition Date"), LBHI filed a petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). On July 2, 2009 the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the "Bar Date Order") [D.I. 4271 in Case No. 08-13555 (JMP)].

Pursuant to the Bar Date Order, the Bankruptcy Court set September 22, 2009 at 5:00 p.m. as the bar date (the "Bar Date") for each person or entity to file proofs of claim based on pre-petition claims against LBHI, with certain specific exceptions as provided for in the Bar Date Order. One of those exceptions relates to certain specifically identified securities, referred to collectively as "Lehman Programs Securities," a list of which is available on http://www.lehman-docket.com. The Bar Date Order provides that on or before November 2,

2009 at 5:00 p.m. (the "Securities Programs Bar Date") holders of claims based on amounts owed pursuant to any Lehman Program Security (as defined in the Bar Date Order and including claims based on related guarantees) must complete the Securities Program Proof of Claim Form (as defined in the Bar Date Order). As explained in the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities, dated July 27, 2009, each Securities Program Proof of Claim must include either a Euroclear Electronic Instruction Reference Number, a Clearsteam Blocking Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") with respect to each Lehman Programs Securities for which such Securities Program Proof of Claim is filed. The Bar Date Order explicitly does not require entities that file Securities Program Proofs of Claim to submit any documentation supporting such claims, but the Debtors reserve the right to seek production of all documentation required by Bankruptcy Rule 3001(c) as part of the claims reconciliation process.¹

II. The Claim

Postbank is the record holder and beneficial owner of Lehman Program Securities, which are issued by LBHI or issued by a Lehman affiliate and guaranteed by LBHI, as applicable.² As of the Petition Date and with respect to each Lehman Program Security identified in the proof of claim form to which this attachment is attached, LBHI was and still is indebted to Postbank for the payment of all principal, nominal, notional or other amounts (howsoever described in the documentation governing such Lehman Program Security), plus all other amounts relating to such Lehman Program Security that accrued as of or after the Petition

¹ Postbank is not submitting supporting documentation as it is voluminous and not required by the terms of the Bar Date Order but reserves the right to later do so.

² The guarantees are evidenced either pursuant to: (a) separate guarantees by LBHI of specific issuances set forth in the relevant offering documents for the particular issuance, (b) separate standalone guarantee agreements, or (c) global guarantees through which LBHI generally guaranteed the obligations of certain entities. Postbank will provide guarantee documentation specific to a particular claim upon request.

Date, including, without limitation, interest, premium, costs and any other amounts payable in respect of such Lehman Program Security (howsoever described in the documentation governing such Lehman Program Security) included on the proof of claim form to which this attachment is attached (all such amounts, in the aggregate, the "Indebtedness").

As a holder of the Lehman Program Securities, Postbank is owed all Indebtedness arising under such Lehman Program Securities and hereby asserts an unsecured claim against LBHI for all such Indebtedness (subject to any right of Postbank to set-off that might arise from claims that LBHI may assert or has asserted against Postbank or otherwise).

III. Miscellaneous

Postbank reserves the right to withdraw, amend, clarify, modify or supplement this Claim to assert additional claims (including, without limitation, additional administrative expense claims (including, without limitation, claims arising from misdirected wires to, or postpetition contracts, activity, torts, etc. of LBHI), for which a bar date has not yet been set, secured claims, and/or general unsecured claims) and/or additional grounds for its claims against LBHI. Postbank also reserves all rights accruing to it or its affiliates against LBHI or its estate, and the submission of this Claim is not intended to be and shall not be construed as (a) an election of remedy or (b) a waiver or limitation of any rights of Postbank or its affiliates. In addition, Postbank reserves the right to supplement this Claim with relevant documents to the extent necessary. Furthermore, Postbank reserves the right to withdraw this Claim for any reason whatsoever. In addition, Postbank reserves all rights and remedies against affiliates of LBHI or any other third parties.

This Claim shall not be deemed to be a waiver of Postbank's right (i) to have final orders in noncore matters entered only after de novo review by a District Court Judge, (ii) to trial

by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases (to the extent such right has not otherwise been waived), (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, defenses, setoffs, or recoupments to which Postbank is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, setoffs, and recoupments Postbank expressly reserves. To the extent that LBHI has made or makes any claims against Postbank, Postbank reserves its set-off rights, such that all or part of the Claim may be secured to the extent of such set-off rights. This claim solely relates to the Lehman Program Securities having the ISINs expressly listed on the proof of claim form to which this attachment is attached. This claim is in addition to and does not supersede the proofs of claim (and related Derivative Questionnaires and Guarantee Questionnaires) filed by Postbank, or any other claim that has been or may be filed by Postbank unless expressly stated otherwise.

Any notices sent in connection with the Claim should be addressed to Postbank at the address below:

Deutsche Postbank AG Kennedyallee 62-70 53175 Bonn Germany Attn.: Hans-René Boden

Tel: +49 (228) 920-54208

E-mail: hans-rene.boden@postbank.de

and

Cleary Gottlieb Steen & Hamilton LLP 12, rue de Tilsitt 75008 Paris France

Attn.: Andrew A. Bernstein, Esq.

and

Cleary Gottlieb Steen & Hamilton LLP One Liberty Plaza New York, NY 10006 Attn.: Seth Grosshandler, Esq.

Attachment 8

to the Proof of Claim of Deutsche Postbank AG filed with LBHI by November 02, 2009

Obligor: Lahrman Brothers Tressury B.V. GBT B.V.)

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Deutsche Postbank AG reserves all rights and nothing herein shall be construed as an admission or walver of any rights or daims that Deutsche Postbank AG may be entitled to assert, especially but not limited to claim default interest for the time period after September 15, 2008.



List of Authorized Signatories / Holders of a General Power of Attorney (Prokuristen) and of a Commercial Power of Attorney (Handlungsbevollmächtigten)

The attached list contains the specimen-signatures as well as the holders of general powers of attorney and holders of a commercial powers of attorney authorized to represent Deutsche Postbank AG.

In order to legally bind Deutsche Postbank AG two signatures of persons whose names are set out in this list are required, provided that a holder of a general power of attorney and a holder of a commercial power of attorney may only sign jointly with a member of the Board of Management, a holder of a general power of attorney or a holder of a commercial power of attorney. In accordance with this aforementioned provision powers of attorney may be granted to one or more persons acting severally or jointly as regards to certain subject matters in specific cases.

Any deviations from these provisions are only possible if a note to this effect is printed or displayed by EDP imprint on the respective Deutsche Postbank AG form.

This List of Authorized Signatories replaces any previously published lists of authorized signatories of Deutsche Postbank AG with effect for the future.

Bonn, as of August 2009

Stefan Jütte

Chairman of the board of Management

Ralf/Stemmer

Member of the board of Management

Unterschriftenverzeichnis Vorstände

Pabashor

Dr. Mario Deberkow

Vorstandsmildled

Member of the board of Management

Postbank Zentrale

Marc Hell

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

JA

Stelan Jütte

Vorstandsvorsitzender

Chairman of the board of Management

Postbank Zentrale

H. Kufr

Horst Küpker

Vorstandsmitglied

Member of the board of Menagement

Postbank Zentrale

Unil aly

Dr. Michael Meyer

Vorstandsmitglied

Member of the board of Management

Postbenk Zentrale

Hous Pate

Hans-Peter Schmid

Vorstandsmitghad

Member of the board of Management

Postbank Zentrale

Jan-

Rall Stemmer

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

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B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc.,

Case No. <u>08-13555</u>

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

| HBK MASTER FUND L.P. | DEUTSCHE BANK AG, LONDON BRANCH |
|---|---|
| Name of Transferee | Name of Transferor |
| Name and Address where notices to transferee should be sent: HBK Master Fund L.P. c/o HBK Services LLC | Court Claim # (if known): 49612 Allowed Amount of Claim with respect to ISIN XS0327716881: US\$22,117,638.89 |
| 2101 Cedar Springs Road, Suite 700 Dallas, TX 75201 | Allowed Amount of Claim with respect to ISIN XS0327716881 to be Transferred: US\$22,117,638.89 (or 100% of the Allowed Amount of Claim with respect to ISIN XS0327716881) |
| Phone: _(214) 758-6107 Last Four Digits of Acct #: | Date Claim Filed: October 27, 2009 Phone: Last Four Digits of Acct #: |
| Name and Address where transferee payments should be sent (if different from above): | |
| Phone: | |
| I declare under penalty of perjury that the info to the best of my knowledge and belief. | ormation provided in this notice is true and correct |
| By: /s/ J. R. Smith Transferee/Transferee's Agent | Date: April 26, 2013 |

FULL Transfer of LBHI Claim # 49612 PROGRAM SECURITY

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, DEUTSCHE BANK AG, LONDON BRANCH ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to HBK MASTER FUND L.P. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule I hereto, in Seller's right, title and interest in and to Proof of Claim Number 49612 filed by or on behalf of Seller's predecessorin-title (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptey Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever. whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.
- 2. Selier hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file within one (1) business day of the date of this agreement a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery DB Ref: 12344(2)

and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be emitted to transfer its rights hereunder without any notice to or the consent of Seller. Seller bereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons hamiless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warmnifes made herein.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller whether from the Debtor or any prior Seller in respect of the Transferred Claims from 4 Pebruary 2013 onwards to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Buch of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filling of any amendment to the Proof of Claim.
- Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 22 day of #FEC 2013.

DEUTSCHE BANK AG, LONDON BRANCH

By:
Name:
Title:

Simon Glennie
Vice President

By:
Name:
Title:

Philipp Rosses

Dissector

Winchester House
1. Great Winchester Street
London EC2N 2DB
ENGLAND
Attn: Michael Sutton

HBK MASTER FUND L.P.

By: HBK Services LLC Investment Advisor

yet.

By: A

Name: Title: Aidhorized Signatory

Address for Nations and Delivery:

HBK Master Fund L.P. a/o HBK Services LLC 2101 Cedar Springs Road, Suite 700 Dallas, Texas 75201 Telephone: (214) 738-6107 Facsimile: (214) 758-1207 Attention: General Counsel

legal@hbk.com

Schedule 1

Transferred Claims

Purchased Portion

100% of the claim that is referenced in the Proof of Claim (attached at Schedule 2) and relating to the Purchased Security described below (plus all interest, costs and fees relating to this claim).

Lehman Programs Securities to which Transfer Relates

| Description of Security | ISIN/CUSIP | Blocking No. | g No. Issuer Guarant | Guarantor | Maturity | Maturity Principal/Notional Amount |
|----------------------------|--------------|--------------|-----------------------|----------------------------|------------|------------------------------------|
| MTN8694 | XS0327716881 | 9424653 | Lebruan Brothers Lehm | Lehman Brothers Holdings 1 | 12/20/2021 | USD 22,000,000.00 |
| | | | Treasury Co. B. V. | inc. | | |

Schedule 1-1

DB Ref. (2344(2))

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Schedule 2

Copy of Proof of Claim 49612

chedule 1-1

| Lehman Brothers | | | PRO | CURITIES PROGRAMS OF OF CLAIM SQUIDER DISHOLOF MANY YORK |
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| ATTN: TRA KENNEDY/ BONN D - GERMANY | | | | Court Claim Number: |
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| number: Euroclear E | Bank Electronic Refer | ence Number: 9424653 | sired) | |
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| consent to, and an disclose your ide | e deemed to have autho | eam Bank or Other Depository: ized, Euroclear Bank, Clearstream iman Programs Securities to the De- | Hank or other depository to | FOR COURT USE ONLY FILED / RECEIVED |
| Date. | of the creditor or other | r filing this claim must sign it. Sign person authorized to file this claim in the notice address above. Attach | and state address and telephone | OCT 2 7 2009 |
| Oct. 15, 2009 | any. Peter J | sneer Pustbank | ans-René Boden | ENG EARGINFTCY ESCHTIGHT LILE |
| Penalty | for presenting fraudule | riclaim: Fine of Wall \$500,000 o | r imprisonment for up to 5 years, o | y both. 10.003,09,99 152 610 5271 |

ATTACHMENT A TO PROOF OF CLAIM FORM OF DEUTSCHE POSTBANK AG

This proof of claim is submitted by Deutsche Postbank AG ("Postbank"), a stock corporation incorporated under German law, which maintains offices at Kennedyaliee 62-70, Bonn D-53175, Germany (the "Claim"). This attachment is incorporated into the proof of claim form to which it is attached.

As more specifically described below, Postbank hereby asserts a claim against Lehman Brothers Holdings Inc. ("LBHI") pursuant to the terms and conditions of certain guarantees of Lehman Program Securities, as that term is defined in the Bar Date Order discussed below.

I. Background

On September 15, 2008 (the "Petition Date"), LBHI filed a petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). On July 2, 2009 the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the "Bar Date Order") [D.I. 4271 in Case No. 08-13555 (JMP)].

Pursuant to the Bar Date Order, the Bankruptcy Court set September 22, 2009 at 5:00 p.m. as the bar date (the "Bar Date") for each person or entity to file proofs of claim based on pre-petition claims against LBHI, with certain specific exceptions as provided for in the Bar Date Order. One of those exceptions relates to certain specifically identified securities, referred to collectively as "Lehman Programs Securities," a list of which is available on http://www.lehman-docket.com. The Bar Date Order provides that on or before November 2,

2009 at 5:00 p.m. (the "Securities Programs Bar Date") holders of claims based on amounts owed pursuant to any Lehman Program Security (as defined in the Bar Date Order and including claims based on related guarantees) must complete the Securities Program Proof of Claim Form (as defined in the Bar Date Order). As explained in the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities, dated July 27, 2009, each Securities Program Proof of Claim must include either a Euroclear Electronic Instruction Reference Number, a Clearsteam Blocking Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") with respect to each Lehman Programs Securities for which such Securities Program Proof of Claim is filed. The Bar Date Order explicitly does not require entities that file Securities Program Proofs of Claim to submit any documentation supporting such claims, but the Debtors reserve the right to seek production of all documentation required by Bankruptcy Rule 3001(c) as part of the claims reconciliation process.¹

II. The Claim

Postbank is the record holder and beneficial owner of Lehman Program Securities, which are issued by LBHI or issued by a Lehman affiliate and guaranteed by LBHI, as applicable.² As of the Petition Date and with respect to each Lehman Program Security identified in the proof of claim form to which this attachment is attached, LBHI was and still is indebted to Postbank for the payment of all principal, nominal, notional or other amounts (howsoever described in the documentation governing such Lehman Program Security), plus all other amounts relating to such Lehman Program Security that accrued as of or after the Petition

¹ Postbank is not submitting supporting documentation as it is voluminous and not required by the terms of the Bar Date Order but reserves the right to later do so.

² The guarantees are evidenced either pursuant to: (a) separate guarantees by LBHI of specific issuances set forth in the relevant offering documents for the particular issuance, (b) separate standalone guarantee agreements, or (c) global guarantees through which LBHI generally guaranteed the obligations of certain entities. Postbank will provide guarantee documentation specific to a particular claim upon request.

Date, including, without limitation, interest, premium, costs and any other amounts payable in respect of such Lehman Program Security (howsoever described in the documentation governing such Lehman Program Security) included on the proof of claim form to which this attachment is attached (all such amounts, in the aggregate, the "Indebtedness").

As a holder of the Lehman Program Securities, Postbank is owed all Indebtedness arising under such Lehman Program Securities and hereby asserts an unsecured claim against LBHI for all such Indebtedness (subject to any right of Postbank to set-off that might arise from claims that LBHI may assert or has asserted against Postbank or otherwise).

III. Miscellaneous

Postbank reserves the right to withdraw, amend, clarify, modify or supplement this Claim to assert additional claims (including, without limitation, additional administrative expense claims (including, without limitation, claims arising from misdirected wires to, or postpetition contracts, activity, torts, etc. of LBHI), for which a bar date has not yet been set, secured claims, and/or general unsecured claims) and/or additional grounds for its claims against LBHI. Postbank also reserves all rights accruing to it or its affiliates against LBHI or its estate, and the submission of this Claim is not intended to be and shall not be construed as (a) an election of remedy or (b) a waiver or limitation of any rights of Postbank or its affiliates. In addition, Postbank reserves the right to supplement this Claim with relevant documents to the extent necessary. Furthermore, Postbank reserves the right to withdraw this Claim for any reason whatsoever. In addition, Postbank reserves all rights and remedies against affiliates of LBHI or any other third parties.

This Claim shall not be deemed to be a waiver of Postbank's right (i) to have final orders in noncore matters entered only after *de novo* review by a District Court Judge, (ii) to trial

by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases (to the extent such right has not otherwise been waived), (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, defenses, setoffs, or recoupments to which Postbank is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, setoffs, and recoupments Postbank expressly reserves. To the extent that LBHI has made or makes any claims against Postbank, Postbank reserves its set-off rights, such that all or part of the Claim may be secured to the extent of such set-off rights. This claim solely relates to the Lehman Program Securities having the ISINs expressly listed on the proof of claim form to which this attachment is attached. This claim is in addition to and does not supersede the proofs of claim (and related Derivative Questionnaires and Guarantee Questionnaires) filed by Postbank, or any other claim that has been or may be filed by Postbank unless expressly stated otherwise.

Any notices sent in connection with the Claim should be addressed to Postbank at the address below:

Deutsche Postbank AG Kennedyallee 62-70 53175 Bonn Germany Attn.: Hans-René Boden

Tel: +49 (228) 920-54208

E-mail: hans-rene.boden@postbank.de

and

Cleary Gottlieb Steen & Hamilton LLP 12, rue de Tilsitt 75008 Paris France

Attn.: Andrew A. Bernstein, Esq.

and

Cleary Gottlieb Steen & Hamilton LLP One Liberty Plaza New York, NY 10006 Attn.: Seth Grosshandler, Esq.

Attachment

to the Proof of Claim of Deutsche Postbank AG filed with LBHI by November 02, 2009

Obligate Laborate Brothers Transcens 9 V 08T B V





List of Authorized Signatories / Holders of a General Power of Attorney (Prokuristen) and of a Commercial Power of Attorney (Handlungsbevollmächtigten)

The attached list contains the specimen-signatures as well as the holders of general powers of attorney and holders of a commercial powers of attorney authorized to represent Deutsche Postbank AG.

in order to legally bind Deutsche Postbank AG two signatures of persons whose names are set out in this list are required, provided that a holder of a general power of attorney and a holder of a commercial power of attorney may only sign jointly with a member of the Board of Management, a holder of a general power of attorney or a holder of a commercial power of attorney. In accordance with this aforementioned provision powers of attorney may be granted to one or more persons acting severally or jointly as regards to certain subject matters in specific cases.

Any deviations from these provisions are only possible if a note to this effect is printed or displayed by EDP imprint on the respective Deutsche Postbank AG form.

This List of Authorized Signatories replaces any previously published lists of authorized signatories of Deutsche Postbank AG with effect for the future.

Bonn, as of August 2009

Stefan Jütte

Chairman of the board of Management

Ralf Stemmer

Member of the board of Management

Unterschriftenverzeichnis Vorstände

Dubaher

Dr. Mario Daberkow

Vorstandsmitglied

Member of the board of Menegement

Postbank Zentrele

Marc He8

Vorstandsmitglied

Member of the board of Management

Postbank Zentrate

J. A

Stelan Jülte

Vorstandsvorsitzender

Chairman of the board of Management

Postbank Zentrale

A llenge

Horst Küpker

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

was dept

Dr. Michael Meyer

Vorstandsmittplied

Member of the board of Management

Postbank Zentrale

How Pate

Hans Peter Schmid

Vorstandamitglied

Member of the board of Management

Postbank Zantrale

Jan

Rail Stemmer

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

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B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc.,

Case No. <u>08-13555</u>

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

| HBK MASTER FUND L.P. | DEUTSCHE BANK AG, LONDON BRANCH |
|---|---|
| Name of Transferee | Name of Transferor |
| Name and Address where notices to transferee should be sent: HBK Master Fund L.P. c/o HBK Services LLC | Court Claim # (if known): 49613 Allowed Amount of Claim with respect to ISIN XS0327717855: US\$22,117,638.89 |
| 2101 Cedar Springs Road, Suite 700 Dallas, TX 75201 | Allowed Amount of Claim with respect to ISIN XS0327717855 to be Transferred: US\$22,117,638.89 (or 100% of the Allowed Amount of Claim with respect to ISIN XS0327717855) |
| Phone: _(214) 758-6107 Last Four Digits of Acct #: | Date Claim Filed: October 27, 2009 Phone: Last Four Digits of Acct #: |
| Name and Address where transferee payments should be sent (if different from above): | |
| Phone: | |
| I declare under penalty of perjury that the it to the best of my knowledge and belief. | information provided in this notice is true and correct |
| By: /s/ J. R. Smith Transferee/Transferee's Agent | Date: April 26, 2013 |

FULL Transfer of LBHI Claim # 49613 PROGRAM SECURITY

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, DEUTSCHE BANK AG, LONDON BRANCH ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to HBK MASTER FUND L.P. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 hereto, in Seller's right, title and interest in and to Proof of Claim Number 49613 filed by or on behalf of Seller's predecessorin-title (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (IMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptey Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule I attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file within one (1) business day of the date of this agreement a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery DB Ref. 12344(3).

and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- Soller shall promptly (but in any event on later than three (3) business days) remit any payments, distributions or proceeds received by Soller whether from the Debtor or any prior Seller in respect of the Transferred Claims from 4 February 2013 onwards to Purchaser Seiter has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated decumentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reusonably request to effectuate the intent and purposes, and sarry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filling of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations bereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 72 day of 800 2013.

DEUTSCHE BANK AG, LONDON BRANCH

By:
Name:
Trile:

By:
Name:
Trile:

Philipp Roove:

Director

Winchester House
1, Great Winchester Street
Landon EC2N 2DB
ENGLAND
Attn: Michael Sutton

HBK MASTER FUND LF.
By: HBK Services LLC

HBK Services LLC Investment Advisor

HAT BY

Dank C XX

Name: DAYA C. HATT

Address for Notices and Delivery:

HBK Master Fund L.P. c/a HBK Services LLC 2401 Cedar Springs Road, Suite 700 Delias, Texas 75201 Telephone: (214) 758-5107 Facsimite: (214) 758-1207 Attention: Oeneral Counsel

legal@abk.com

Schedul

Transferred Claims

Purchased Portion

100% of the claim that is referenced in the Proof of Claim (attached at Schedule 2) and relating to the Purchased Security described below (plus all interest, costs and fees relating to this claim).

Lehman Programs Securities to which Transfer Relates

| ription of ISIN/CUSIP | ISIN/CUSIP B | Blocking No. | İssuer | Guarantor | Maturity | Principal/Notional Amount | |
|-----------------------|-----------------|--------------|-------------------|-------------------------------------|------------|---------------------------|--|
| 8692 | XS0327717855 9. | 9424651 | Lehman Brothers | Lehman Brothers Holdings 12/20/2027 | 12/20/2027 | USD 22,000,000.00 | |
| | | | Treasury Co. B.V. | Inc | | | |
| | | | | | | | |

Schedule 1-1

DB Ref: 1234(5)

08-13555-mg Doc 36899 Filed 04/26/13 Entered 04/26/13 12:32:28 Main Document Pg 43 of 76

Schedule 2

Copy of Proof of Claim 49613

Schedule 1-1

| United States Bankruptcy Lehman Brothers Holding c/o Epiq Bankruptcy Sohu FDR Station, P.O. Box 50 New York, NY 10150-507 | s Claims Processing tions, LLC 76 76 | g Conter | PRO | CURITIES PROGRAMS OF OF CLAIM In Date of New York Linding fro. Et Al. |
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| In Re: Lehman Brothers Holding Debtors. | s Inc., et al., Ci | napter 11 ase No. 08-13555 (JMP) ointly Administered) | | Haddings Inc., Et Al. 2000049613 |
| | are on a National of | do clarus adher dian disse Las Irstal en July 17, 2007 | Milit Manne an | IS FOR COURT USE ONLY |
| Name and address of Cred Creditor) | litor: (and name and | address where notices should b | e sent if different from | Check this box to indicate that this claim amends a previously filed claim. |
| DEUTSCHE POST ATTN: TRANSACT KENNEDYALLEE (BONN D - 53175 | ION MGMT CAP | ITAL MARKETS | | Court Claim Number: (If known) Filed on: |
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| Name and address where | payment should be | sent (if different from above) | | Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. |
| Telephone number: | Emsi | Address: | | |
| Amount of Claim: \$ 22 Check this box if the 2. Provide the internation this claim with respect to which this claim relates. | 2,119,777.78 amount of claim in prail Securities Iden more than one Leba | (Required) icludes interest or other charges diffication Number (ISIN) for earner Programs Security, you may | th Lehman Programs Security to y attach a schedule with the ISIN | int due on the Lehman Programs Securities, which this claim relates. If you are filing s for the Lehman Programs Securities to |
| appropriate (each, a "Bloc from your accountholder than one Lehman Progran relates. | n Bank Blocking Ni king Number") for (i.e. the bank, broke na Security, you ma | umber, a Euroclear Bank Electric each Lehman Programs Securit or or other entity that holds such y attach a schedule with the Blo | onic Reference Number, or other y for which you are filing a clain securities on your behalf). If you cking Numbers for each Lehnum | depository blocking reference number, as n. You must acquire a Blocking Number u are filing this claim with respect to more Programs Security to which this claim wither depository blocking reference |
| number: | | na Number 9424851 | | |
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| 5. Consent to Euroclear | Bank, Clearstream | n Bank or Other Depository: | By filing this claim, you | FOR COURT USE ONLY |
| consent to, and are desme disclose your identity and reconciling claims and dis- | ed to have authorize i holdings of Lehma stributions. | d, Euroclear Bank, Clearansam in Programs Securities to the De | Bank or other depository to btors for the purpose of | FILED / RECEIVED |
| of the | creditor or other per r if different from t | son authorized to file this claim he notice address above. Attach | and print name and title, if any, and state address and telephone copy of power of attorney, if ans-René Boden | OCT 2 7 2009 EPIG BARKEUPTCY SOLUTIONS, LLC |
| 0 1 2 | | | | or both: 18 U.S.C. \$6 152 and 3571 |
| renaity for pres | one non | Would Constant | 111/28 | or both, 18 U.S.C. §§ 152 and 3571 |

ATTACHMENT A TO PROOF OF CLAIM FORM OF DEUTSCHE POSTBANK AG

This proof of claim is submitted by Deutsche Postbank AG ("Postbank"), a stock corporation incorporated under German law, which maintains offices at Kennedyallee 62-70, Bonn D-53175, Germany (the "Claim"). This attachment is incorporated into the proof of claim form to which it is attached.

As more specifically described below, Postbank hereby asserts a claim against Lehman Brothers Holdings Inc. ("LBHI") pursuant to the terms and conditions of certain guarantees of Lehman Program Securities, as that term is defined in the Bar Date Order discussed below.

Background

On September 15, 2008 (the "Petition Date"), LBHI filed a petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). On July 2, 2009 the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the "Bar Date Order") [D.I. 4271 in Case No. 08-13555 (JMP)].

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II. The Claim

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² The guarantees are evidenced either pursuant to: (a) separate guarantees by LBHI of specific issuances set forth in the relevant offering documents for the particular issuance, (b) separate standalone guarantee agreements, or (c) global guarantees through which LBHI generally guaranteed the obligations of certain entities. Postbank will provide guarantee documentation specific to a particular claim upon request.

Date, including, without limitation, interest, premium, costs and any other amounts payable in respect of such Lehman Program Security (howsoever described in the documentation governing such Lehman Program Security) included on the proof of claim form to which this attachment is attached (all such amounts, in the aggregate, the "<u>Indebtedness</u>").

As a holder of the Lehman Program Securities, Postbank is owed all Indebtedness arising under such Lehman Program Securities and hereby asserts an unsecured claim against LBHI for all such Indebtedness (subject to any right of Postbank to set-off that might arise from claims that LBHI may assert or has asserted against Postbank or otherwise).

III. Miscellaneous

Postbank reserves the right to withdraw, amend, clarify, modify or supplement this Claim to assert additional claims (including, without limitation, additional administrative expense claims (including, without limitation, claims arising from misdirected wires to, or postpetition contracts, activity, torts, etc. of LBHI), for which a bar date has not yet been set, secured claims, and/or general unsecured claims) and/or additional grounds for its claims against LBHI. Postbank also reserves all rights accruing to it or its affiliates against LBHI or its estate, and the submission of this Claim is not intended to be and shall not be construed as (a) an election of remedy or (b) a waiver or limitation of any rights of Postbank or its affiliates. In addition, Postbank reserves the right to supplement this Claim with relevant documents to the extent necessary. Furthermore, Postbank reserves the right to withdraw this Claim for any reason whatsoever. In addition, Postbank reserves all rights and remedies against affiliates of LBHI or any other third parties.

This Claim shall not be deemed to be a waiver of Postbank's right (i) to have final orders in noncore matters entered only after *de novo* review by a District Court Judge, (ii) to trial

by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases (to the extent such right has not otherwise been waived), (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, defenses, setoffs, or recoupments to which Postbank is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, setoffs, and recoupments Postbank expressly reserves. To the extent that LBHI has made or makes any claims against Postbank, Postbank reserves its set-off rights, such that all or part of the Claim may be secured to the extent of such set-off rights. This claim solely relates to the Lehman Program Securities having the ISINs expressly listed on the proof of claim form to which this attachment is attached. This claim is in addition to and does not supersede the proofs of claim (and related Derivative Questionnaires and Guarantee Questionnaires) filed by Postbank, or any other claim that has been or may be filed by Postbank unless expressly stated otherwise.

Any notices sent in connection with the Claim should be addressed to Postbank at the address below:

Deutsche Postbank AG Kennedyallee 62-70 53175 Bonn Germany Attn.: Hans-René Boden

Tel: +49 (228) 920-54208

E-mail: hans-rene.boden@postbank.de

and

Cleary Gottlieb Steen & Hamilton LLP 12, rue de Tilsitt 75008 Paris France

Attn.: Andrew A. Bernstein, Esq.

and

Cleary Gottlieb Steen & Hamilton LLP One Liberty Plaza New York, NY 10006 Attn.: Seth Grosshandler, Esq.

Attachment B

to the Proof of Claim of Deutsche Postbank AG filled with LBHI by November 02, 2009

Obligar: Lahrnan Brothins Theasury B.V. (LBT B.V.)

Deutsche Postbank AG reserves all rights and nothing herein shall be construed as an admission or waiver of any rights or daims that Deutsche Postbank AG may be entitled to assert, expecially but not limited to daim default interest for the time period after September 15, 2008.



List of Authorized Signatories / Holders of a General Power of Attorney (Prokuristen) and of a Commercial Power of Attorney (Handlungsbevollmächtigten)

The attached list contains the specimen-signatures as well as the holders of general powers of attorney and holders of a commercial powers of attorney authorized to represent Deutsche Postbank AG.

In order to legally bind Deutsche Postbank AG two signatures of persons whose names are set out in this list are required, provided that a holder of a general power of attorney and a holder of a commercial power of attorney may only sign jointly with a member of the Board of Management, a holder of a general power of attorney or a holder of a commercial power of attorney. In accordance with this aforementioned provision powers of attorney may be granted to one or more persons acting severally or jointly as regards to certain subject matters in specific cases.

Any deviations from these provisions are only possible if a note to this effect is printed or displayed by EDP imprint on the respective Deutsche Postbank AG form.

This List of Authorized Signatories replaces any previously published lists of authorized signatories of Deutsche Postbank AG with effect for the future.

Bonn, as of August 2009

Stefan Jütte

Chairman of the board of Management

Ralf Stemmer

Member of the board of Management

Unterschriftenverzeichnis Vorstände



Dr. Mano Osberkow

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

Marc HeB

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

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Stelan Jütte

Vorstandsvorsitzender

Chairman of the board of Management

Postbank Zentrale

A. Muga

Horst Küpker

vorstandsmitglied

Member of the board of Management

Postbank Zentrale

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Or, Michael Mayer

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Member of the board of Management

Postbank Zentrale

How Porte

Hens-Peter Schmid

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

Jan

Raff Stemmer

Verstandsmitglied

Member of the board of Management

Postbank Zentrale

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Donnerstag, 3. September

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| iv. FA | | Jens Gierke |
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B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc.,

Case No. <u>08-13555</u>

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

| HBK MASTER FUND L.P. | DEUTSCHE BANK AG, LONDON BRANCH |
|--|---|
| Name of Transferee | Name of Transferor |
| Name and Address where notices to transferee should be sent: HBK Master Fund L.P. c/o HBK Services LLC | Court Claim # (if known): 49614 Allowed Amount of Claim with respect to ISIN XS0327717939: US\$22,117,638.89 |
| 2101 Cedar Springs Road, Suite 700 Dallas, TX 75201 | Allowed Amount of Claim with respect to ISIN XS0327717939 to be Transferred: US\$22,117,638.89 (or 100% of the Allowed Amount of Claim with respect to ISIN XS0327717939) |
| Phone: (214) 758-6107 Last Four Digits of Acct #: | Date Claim Filed: October 27, 2009 Phone: Last Four Digits of Acct #: |
| Name and Address where transferee payments should be sent (if different from above): | Dast Four Digits of Front II. |
| Phone:Last Four Digits of Acct #: | |
| I declare under penalty of perjury that the to the best of my knowledge and belief. | information provided in this notice is true and correct |
| By: /s/ J. R. Smith Transferee/Transferee's Agent | Date: April 26, 2013 |

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

FULL Transfer of LBHI Claim # 49614
PROGRAM SECURITY

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, DEUTSCHE BANK AG, LONDON BRANCH ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to HBK MASTER FUND L.P. (the "Purchaser"), and Purchaser bereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule I hereto, in Seller's right, title and interest in and to Proof of Claim Number 49614 filed by or on behalf of Seller's predecessorin-title (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptey Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuam to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file within one (1) business day of the date of this agreement a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery DB Ref: 12344(4)

and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the cansem of Seiler. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- Soller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Selter whether from the Debter or any prior Seller in respect of the Transferred Claims from 4 Pebruary 2013 onwards to Purchaser. Sciller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearancem (or similar transfer method), as Purchaser may designate in writing to Soller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- Seller's and Purchaser's rights and obligations bereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Sellet and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this23 day of A BE 2013.

DEUTSCHE BANK AG, LONDON BRANCH

By: Name Simon Glennie Title: Vice President

Вv Name: Title:

Philipp Roover Director

Winchester House 1, Great Winchester Street London EC2N 2DB **ENGLAND** Attn: Michael Sutton

HBK MASTER FUND L.P.

By: HBK Services LLC Investment Advisor

LFR

Name:

Hr:

Title:

Address for Notices and Delivery:

HBK Master Fund L.P. c/o HBK Services LLC 2101 Cedar Springs Road, Suite 700 Dellas, Texas 75201

Telephone: (214) 758-6107 Facsimile: (214) 758-1207 Attention: General Counsel

legal@hbk.com

Transferred Claims

Purchased Portion

100% of the claim that is referenced in the Proof of Claim (attached at Schedule 2) and relating to the Purchased Security described below (plus all interest, costs and fees relating to this claim).

Lehman Programs Securities to which Transfer Relates

| Description of Security | ISIN/CUSIP | Blocking No. | Issuer | Guarantor | Maturity | Principal/Notional Amount |
|----------------------------|--------------|--------------|-------------------|-----------------------------|-----------|--|
| MTN8691 | XS0327717939 | 9424657 | Lehman Brothers | Lehman Brothers Holdings 6/ | 6/18/2016 | USD 22,000,000.00 |
| | | | Treasury Co. B.V. | Inc | | ************************************** |

Schedule 1-1

DB Ref: 12344(4)

08-13555-mg Doc 36899 Filed 04/26/13 Entered 04/26/13 12:32:28 Main Document Pg 62 of 76

Schedule 2

Copy of Proof of Claim 49614

Schedule 1--1

| United States Bankruptcy Court/Southe Lehman Brothers Holdings Claims Proce c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 | | PROC | JRITIES PROGRAMS F OF CLAIM |
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| in Re: | Chapter 11 | 08- | 3555 (JMP) 0000049814 |
| Lehman Brothers Holdings Inc., et al., Debtors. | Case No. 08-13555 (JMP) (Jointly Administered) | Al Passini | Harana |
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| Name and address of Creditor: (and nam Creditor) | e and address where notices should be s | ent if different from | Check this box to indicate that this claim amends a previously filed claim. |
| DEUTSCHE POSTBANK AG ATTN: TRANSACTION MGMT KENNEDYALLEE 62-70 | CAPITAL MARKETS | | Court Claim Number: |
| BONN D - 53175 GERMANY | | | Filed on: |
| Telephone number: Attachment A | Email Address: Attachment A | | |
| Name and address where payment should | d be sent (if different from above) | | Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. |
| Telephone number: | Email Address: | | · · · · · · · · · · · · · · · · · · · |
| you may attach a schodule with the claim Amount of Claim: \$ 22,119,777.78 Check this box if the amount of cla Provide this hox if the amount of claim this claim with respect to more than one which this claim relates. | able on September 15, 2008. If you are a mounts for each Lehman Programs S (Required) im includes interest or other charges is literatification Number (ISH4) for each 1 Lehman Programs Security, you may a | filing this claim with respect to scurity to which this claim related addition to the principal amount chroan Programs Security to with the ISINs. | due on the Lehman Programs Securities. |
| International Securities Identification | Number (ISIN): A5032711783 | y (Regulred) | |
| 3. Provide the Clearstream Bank Blockin appropriate (each, a "Blocking Number" from your accountholder (i.e. the bank, I than one Lehman Programs Security, you relates. Clearstream Bank Blocking Number, | for each Lehman Programs Security if stoker or other entity that holds such sec a may strach a schedule with the Blocki | or which you are fling a claim, surities on your behalf). If you in ing Numbers for each Lehman P | You must acquire a Biocking Number are filing this claim with respect to more regrams Security to which this claim |
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| Accountholders Eurocleur Bank, Cles Depository Participant Account | ratream Bank or Other Depository P. Number: 27566 (Depository Europ | erticipant Account Number: Sear via JP Morgan) | |
| 5. Consent to Euroclear Bank, Clears: consent to, and are deemed to have auth disclose your identity and holdings of L reconciling claims and distributions. | orized, Euroclear Bank, Clearstream Ba | nk or other depository to | FILED / RECEIVED |
| of the creditor or other | on filing this claim must sign it. Sign an or person authorized to life this claim an | d state address and telephone | DCT 2 7 2009 |
| Oct. 15, 2009 number if different fr | om the notice address above. Attach coj | y of power of attorney, if | EPIE EASKEPTCY COLUMNS, LLC |
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ATTACHMENT A TO PROOF OF CLAIM FORM OF DEUTSCHE POSTBANK AG

This proof of claim is submitted by Deutsche Postbank AG ("Postbank"), a stock corporation incorporated under German law, which maintains offices at Kennedyallee 62-70, Bonn D-53175, Germany (the "Claim"). This attachment is incorporated into the proof of claim form to which it is attached.

As more specifically described below, Postbank hereby asserts a claim against Lehman Brothers Holdings Inc. ("LBHI") pursuant to the terms and conditions of certain guarantees of Lehman Program Securities, as that term is defined in the Bar Date Order discussed below.

I. Background

On September 15, 2008 (the "Petition Date"), LBHI filed a petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). On July 2, 2009 the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the "Bar Date Order") [D.I. 4271 in Case No. 08-13555 (JMP)].

Pursuant to the Bar Date Order, the Bankruptcy Court set September 22, 2009 at 5:00 p.m. as the bar date (the "Bar Date") for each person or entity to file proofs of claim based on pre-petition claims against LBHI, with certain specific exceptions as provided for in the Bar Date Order. One of those exceptions relates to certain specifically identified securities, referred to collectively as "Lehman Programs Securities," a list of which is available on http://www.lehman-docket.com. The Bar Date Order provides that on or before November 2,

2009 at 5:00 p.m. (the "Securities Programs Bar Date") holders of claims based on amounts owed pursuant to any Lehman Program Security (as defined in the Bar Date Order and including claims based on related guarantees) must complete the Securities Program Proof of Claim Form (as defined in the Bar Date Order). As explained in the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities, dated July 27, 2009, each Securities Program Proof of Claim must include either a Euroclear Electronic Instruction Reference Number, a Clearsteam Blocking Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") with respect to each Lehman Programs Securities for which such Securities Program Proof of Claim is filed. The Bar Date Order explicitly does not require entities that file Securities Program Proofs of Claim to submit any documentation supporting such claims, but the Debtors reserve the right to seek production of all documentation required by Bankruptcy Rule 3001(c) as part of the claims reconciliation process.

II. The Claim

Postbank is the record holder and beneficial owner of Lehman Program Securities, which are issued by LBHI or issued by a Lehman affiliate and guaranteed by LBHI, as applicable.² As of the Petition Date and with respect to each Lehman Program Security identified in the proof of claim form to which this attachment is attached, LBHI was and still is indebted to Postbank for the payment of all principal, nominal, notional or other amounts (howsoever described in the documentation governing such Lehman Program Security), plus all other amounts relating to such Lehman Program Security that accrued as of or after the Petition

¹ Postbank is not submitting supporting documentation as it is voluminous and not required by the terms of the Bar Date Order but reserves the right to later do so.

¹ The guarantees are evidenced either pursuant to: (a) separate guarantees by LBHI of specific issuances set forth in the relevant offering documents for the particular issuance, (b) separate standalone guarantee agreements, or (c) global guarantees through which LBHI generally guaranteed the obligations of certain entities. Postbank will provide guarantee documentation specific to a particular claim upon request.

Date, including, without limitation, interest, premium, costs and any other amounts payable in respect of such Lehman Program Security (howsoever described in the documentation governing such Lehman Program Security) included on the proof of claim form to which this attachment is attached (all such amounts, in the aggregate, the "Indebtedness").

As a holder of the Lehman Program Securities, Postbank is owed all Indebtedness arising under such Lehman Program Securities and hereby asserts an unsecured claim against LBHI for all such Indebtedness (subject to any right of Postbank to set-off that might arise from claims that LBHI may assert or has asserted against Postbank or otherwise).

III. Miscellaneous

Postbank reserves the right to withdraw, amend, clarify, modify or supplement this Claim to assert additional claims (including, without limitation, additional administrative expense claims (including, without limitation, claims arising from misdirected wires to, or postpetition contracts, activity, torts, etc. of LBHI), for which a bar date has not yet been set, secured claims, and/or general unsecured claims) and/or additional grounds for its claims against LBHI. Postbank also reserves all rights accruing to it or its affiliates against LBHI or its estate, and the submission of this Claim is not intended to be and shall not be construed as (a) an election of remedy or (b) a waiver or limitation of any rights of Postbank or its affiliates. In addition, Postbank reserves the right to supplement this Claim with relevant documents to the extent necessary. Furthermore, Postbank reserves the right to withdraw this Claim for any reason whatsoever. In addition, Postbank reserves all rights and remedies against affiliates of LBHI or any other third parties.

This Claim shall not be deemed to be a waiver of Postbank's right (i) to have final orders in noncore matters entered only after *de novo* review by a District Court Judge, (ii) to trial

by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases (to the extent such right has not otherwise been waived), (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, defenses, setoffs, or recoupments to which Postbank is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, setoffs, and recoupments Postbank expressly reserves. To the extent that LBHI has made or makes any claims against Postbank, Postbank reserves its set-off rights, such that all or part of the Claim may be secured to the extent of such set-off rights. This claim solely relates to the Lehman Program Securities having the ISINs expressly listed on the proof of claim form to which this attachment is attached. This claim is in addition to and does not supersede the proofs of claim (and related Derivative Questionnaires and Guarantee Questionnaires) filed by Postbank, or any other claim that has been or may be filed by Posthank unless expressly stated otherwise.

Any notices sent in connection with the Claim should be addressed to Postbank at the address below:

> Deutsche Postbank AG Kennedyallee 62-70 53175 Bonn Germany Attn.: Hans-René Boden

+49 (228) 920-54208 Tel.

E-mail: hans-rene.boden@postbank.de

and

Cleary Gottlieb Steen & Hamilton LLP 12, rue de Tilsitt 75008 Paris France Attn.: Andrew A. Bernstein, Esq.

and

Cleary Gottlieb Steen & Hamilton LLP One Liberty Plaza New York, NY 10006 Attn.: Seth Grosshandler, Esq.

Attachment B

to the Proof of Claim of Deutsche Postbank AG filed with LBHI by November 02, 2009

Obligat: Lehman Brothers Treasury B.V. QBT B.V.)

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List of Authorized Signatories / Holders of a General Power of Attorney (Prokuristen) and of a Commercial Power of Attorney (Handlungsbevollmächtigten)

The attached list contains the specimen-signatures as well as the holders of general powers of attorney and holders of a commercial powers of attorney authorized to represent Deutsche Postbank AG.

in order to legally bind Deutsche Postbank AG two signatures of persons whose names are set out in this list are required, provided that a holder of a general power of attorney and a holder of a commercial power of attorney may only sign jointly with a member of the Board of Management, a holder of a general power of attorney or a holder of a commercial power of attorney. In accordance with this aforementioned provision powers of attorney may be granted to one or more persons acting severally or jointly as regards to certain subject matters in specific cases.

Any deviations from these provisions are only possible if a note to this effect is printed or displayed by EDP imprint on the respective Deutsche Postbank AG form.

This List of Authorized Signatories replaces any previously published lists of authorized signatories of Deutsche Postbank AG with effect for the future.

Bonn, as of August 2009

Stefan Jütte

Chairman of the board of Management

Ralf Stemmer

Member of the board of Management

Unterschriftenverzeichnis Vorstände

Palashor

Dr. Mario Daberkow

Vorstandsmitgilled

Member of the board of Management

Postbank Zentrale

Marc Heß

Verslandsmitglied

Member of the board of Management

Postbank Zentrale

J. A

Stelan Jutte

Vorstandevorsitzender

Chairman of the board of Management

Postbank Zentrale

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Horst Kücker

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

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Dr. Michael Meyer

Vorstandemitglied

Member of the board of Menagement

Postbank Zentrale

House Parke 1

Hans-Peter Schmid

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

Pan

Raif Stemmer

Vorstandsmitglied

Member of the board of Management

Postbank Zentrale

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| ; V. 32. | | Hans-René Boden |
| | | Handlungsvollmacht |
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| | | Markus Botwi |
| | | Handlungsvolimacht |
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| ppa. S. Bow | L | Geschältsführerin |
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| i.v. Jal | | Janna Gerdes |
| V *** | | Handlungsvallmächt |
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| | | Martina Gierden-Emonds |
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| - A | | Jans Gierke |
| iv. FA | | Handlungsvollmacht |
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| ppa. fiese | | Holger Gless Direktor |
| | | Prokura |
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| ppa. S. Vbs | | Susanne Jabs Geschélteitihrenn Prokusa |
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| ir Alb | | Will Jakobs Handlungsvolimechi |
| i.v.)- | and the state of t | Lite Jamemenn Sachbeerbeiterin Handlungsvollmacht |
| | | Peter Janisen Abtsikingsdirektor Prokura |
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